

AMENDMENT II TO AGREEMENT

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2 THIS AMENDMENT II TO AGREEMENT (hereinafter "Amendment") is made and
3 entered into this 15th day of December, 2015, by and between COUNTY OF FRESNO,
4 a Political Subdivision of the State of California, Fresno, California (hereinafter
5 "COUNTY"), and McCormick Barstow Sheppard Wayte & Carruth , LLP, whose address
6 is 5 River Park Place East, Fresno, CA 93720-1501 (hereinafter "CONTRACTOR").
7

WITNESSETH:

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9 WHEREAS, COUNTY and CONTRACTOR entered into Agreement number
10 12-084, dated the 21st of February, 2012 and Amendment I to Agreement dated the 20th
11 of May, 2014 (hereinafter collectively "Agreement"), pursuant to which CONTRACTOR
12 agreed to defend in regards to General Liability, Auto Liability and Medical Malpractice
13 claims against Fresno County; and
14

15 WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement
16 in order to amend the Fee Schedule.

17 NOW, THEREFORE, for good and valuable consideration, the receipt and
18 adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree to
19 amend the Agreement as follows:
20

21 1. Section 4, Subsection 4.2, on page 4, lines 5 through 7, is deleted in its
22 entirety and replaced with the following:

23 "4.2 COUNTY agrees to pay and ATTORNEY agrees to accept as full
24 compensation for performance of tasks under this Agreement ATTORNEY'S
25 reasonable fees as described in Attachment B, Schedule of Rates, which is
26 attached hereto and incorporated herein by reference."

1 COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend
2 the Agreement and, that upon execution of this Amendment II, the Agreement,
3 Amendment I and this Amendment together shall be considered the Agreement. This
4 Amendment II will be effective the 22nd day of February, 2016.

5 The Agreement, as hereby amended, is ratified and continued. All provisions,
6 terms, covenants, conditions and promises contained in the Agreement and not
7 amended herein shall remain in full force and effect.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to
2 Agreement.

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4 **CONTRACTOR**

5 **McCormick Barstow Wayte & Carruth LLP**

6 Michael G. Woods 11-19-15

7 Authorized Signature Date

8 Michael G. Woods

9 Print Name

10 Chairman, Management Committee

11 Title (Chairman, President, any Vice President)

12 _____

13 Authorized Signature Date

14 _____

15 _____

16 _____

17 _____

18 _____

19 _____

20 _____

21 Print Name

22 Partner

23 Title (Secretary, Assistant Secretary, CFO)

24
25
26 **PLEASE SEE ADDITIONAL**
27
28 **SIGNATURE PAGE ATTACHED**

29 **COUNTY OF FRESNO**

30 Michael A. Pakigin

31 Chairman, Board of Supervisors

32 Date: Dec 15, 2015

33 Dawn Craft, Deputy

34 Clerk, Board of Supervisors

35 Date: December 15, 2015

1 APPROVED AS TO LEGAL FROM:

2 DAN CEDERBORG, COUNTY COUNSEL

3 By: Daniel C. Cederborg

4 Date: 11/20/15

5 APPROVED AS TO ACCOUNTING FORM:

6 C.P.A., AUDITOR-CONTROLLER/

7 TREASURER-TAX COLLECTOR

8 By: Colgate Clegg

9 Date: _____

10 REVIEWED AND RECOMMENDED FOR

11 APPROVAL:

12 By: Paul Nerland

13 Date: 11/20/15

14 PAUL NERLAND, INTERIM DIRECTOR

15 PERSONNEL SERVICES

16 Fund/Subclass: 1060/10000

17 Organization: 89250100

18 Account/Program: 1854

19 III

20 III

ATTACHMENT B
SCHEDULE OF RATES-FEBRUARY 2016 THROUGH FEBRUARY 2017
McCormick, Barstow, Sheppard, Wayte & Carruth

Employment, Construction, Business and General

| | |
|-------------------|---|
| Michael G. Woods | \$310.00 per hour |
| Jeff Reid | \$300.00 per hour |
| Marshall Whitney | \$250.00 per hour |
| Stephen Carroll | \$250.00 per hour |
| Mandy Jeffcoach | \$250.00 per hour |
| Mart B. Oller, IV | \$250.00 per hour |
| Deborah Byron | \$250.00 per hour (other than appellate work) |
| Christina Tillman | \$250.00 per hour |
| Senior Associates | \$210.00 per hour |
| Associates | \$195.00 per hour |

Appellate

| | |
|-------------------|-------------------|
| Todd Baxter | \$300.00 per hour |
| Deborah Byron | \$300.00 per hour |
| Senior Associates | \$195.00 per hour |
| Associates | \$195.00 per hour |

Paralegals

| | |
|---|-------------------|
| Paralegals providing litigation support | \$115.00 per hour |
|---|-------------------|

Materials and Miscellaneous

| | |
|----------------------------------|---|
| Photocopies | \$.25 per page |
| Computer-assisted legal research | Actual Cost |
| Faxes | \$.50 per page plus L/D charges |
| Mileage | IRS approved rate per mile for out of town travel |
| Messenger Services | Actual Cost |
| Other Costs | Direct Pass-through without surcharge |